



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



April 19, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

58 April 19, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE AN EXTENSION TO MASTER AGREEMENT WITH
VARIOUS CONTRACTORS FOR HELICOPTER MAINTENANCE,
ENGINEERING AND REPAIR SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval to extend an existing Master Agreement (existing Agreement) with various contractors for helicopter maintenance, engineering and repair services that will extend the term of the existing Agreement beyond all current options for an additional nine months. This extension will enable the Los Angeles County Sheriff's Department (Department) to complete its review, qualification, and selection process under the new solicitation.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Model Amendment (Amendment) Number Two to the existing Agreement for helicopter maintenance, engineering and repair services. The Amendment will extend the term of the existing Agreement for a period of nine months from May 1, 2011, through February 1, 2012.
2. Delegate authority to the Sheriff to execute amendments substantially similar to the attached Amendment with existing contractors.
3. Delegate authority to the Sheriff to terminate the existing Agreements earlier, in whole or in part, with 30 days advance written notice once the Department has completed its review, qualification, and selection process for a new Model Master Agreement (new Agreement); the Board approves the new Agreement; and the Department enters into new master agreements for helicopter maintenance, engineering and repair services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action would allow the Department to maintain the pool of readily available qualified contractors currently under the existing Agreements. This would avoid an interruption of services if the existing Agreements were allowed to expire before the new Agreement is approved by your Board. Although the solicitation has closed, additional time is required for the review, qualification, and selection process. Clarification is being requested from the majority of respondents and sufficient time is required to allow them to acquire and submit the required documents.

Although qualified Department personnel provide all routine maintenance for Department aircraft, the services being provided by contractors under the existing Agreements are related to heavy maintenance, special engineering, and power plant/components overhaul services beyond the capability of the Department's staff. Each contractor provides critical services and/or parts crucial to keep the aircraft operational.

Implementation of Strategic Plan Goals

The services provided under the existing Agreement support the County of Los Angeles' (County) Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. This Amendment will enable the Department to ensure the continued, reliable, and safe operation of its fleet of air rescue and law enforcement helicopters in support of Countywide law enforcement services.

FISCAL IMPACT/FINANCING

The expenditures for these services for the term of the Amendment are estimated to be approximately \$2.5 million. Over the term of the Amendment, appropriate allocations will be established in the Department's annual budget to meet the anticipated need. However, actual expenditures will only be incurred on an as-needed basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there is an active existing Agreement that was approved by your Board on November 1, 2005, and will expire on April 30, 2011. The Department released a Request for Statement of Qualifications (RFSQ) on January 10, 2011, for as-needed helicopter maintenance, engineering and repair services to supplement work being performed by Department staff. The Department sent notification of the RFSQ to 21 vendors and posted the solicitation on the County and Department's websites, with an initial closing date of February 16, 2011. The Department received 15 responses by the initial closing date and is currently reviewing the responses as part of the qualification and selection process. Clarification by response is being requested to complete the review, qualification, and selection process.

County Counsel has reviewed and approved the attached Amendment as to form.

Except as expressly provided in the Amendment, all other provisions and conditions of the existing Agreement will remain the same and in full force and effect.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted helicopter maintenance, engineering and repair services for the Department's Aero Bureau's aircraft. These services are required to keep vital aircraft in continuous, reliable, and safe working order for emergencies and for rapid response to law enforcement and rescue activities.

CONCLUSION

Upon approval by your Board, please return two adopted copies of this Board letter and attachments to the Department's Contracts Unit.

Sincerely,



LEROY D. BACA
Sheriff

LDB:ARV:arv

Enclosures

**MODEL AMENDMENT NUMBER TWO TO MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES**

This Amendment Number Two (hereinafter "Amendment") is entered into by and between the County of Los Angeles (hereinafter "County") and _____ (hereinafter "Contractor"), effective upon execution by all parties.

- A. WHEREAS, on November 1, 2005, County approved the Model Master Agreement for Helicopter Maintenance, Engineering and Repair Services; and
- B. WHEREAS, Sheriff and Contractor then executed and entered into a Master Agreement (hereinafter "Agreement"); and
- C. WHEREAS, the Master Agreement currently expires on April 30, 2011; and
- D. WHEREAS, County and Contractor desire to extend the term of the Master Agreement for nine (9) months to avoid an interruption of services while the Sheriff's Department completes its review, qualification, and selection process for a new Master Agreements; and
- E. WHEREAS, County and Contractor agree that the Master Agreement may terminate prior to its expiration upon thirty (30) days advance written notice by County to Contractor.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Agreement, the mutual covenants herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, County and Contractor agree to amend the Agreement as follows:

- 1. The term of the Master Agreement shall be extended for a nine (9) month period from May 1, 2011 through February 1, 2012. Notwithstanding, the Sheriff, or his designee, may terminate this Master Agreement earlier, in whole or in part, with thirty (30) days advance written notice of such termination.
- 2. Except as expressly provided in this Amendment, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
- 3. Contractor hereby represents and warrants that the person executing this Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provided such actual authority.

**MODEL AMENDMENT NUMBER TWO TO MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR HELICOPTER MAINTENANCE, ENGINEERING, AND REPAIR SERVICES**

IN WITNESS WHEREOF, the parties hereto have cause this Amendment to be executed on its behalf by its duly authorized officers.

COUNTY OF LOS ANGELES

By: _____
LEROY D. BACA
Sheriff

Date: _____


CONTRACTOR

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: 
Michele Jackson
Deputy County Counsel

Date: 3/22/11